THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION NO.1520 OF 2007

DATED: 17-04-2007

Between :

M. Venkata Suri Babu .. Petitioner

And

1. Andhra Pradesh State Civil Supplies Corporation Limited, Ongole, rep. by its Joint Collector and Ex.Officio Executive Director, Prakasam Bhavan, Ongole., Prakasam District., and another. .. Respondents

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION NO.1520 OF 2007

ORDER :

The writ petitioner was appointed as Stage-II Contractor by the 1st respondent Corporation for transportation of essential commodities from MLS Point, Kanigiri to the Fair Price Shops situated in the mandals for a period of 2 years i.e., 2005-2007.

This writ petition has been filed alleging that though the lease in his favour which is valid till 30-9-2007 is subsisting, the 1st respondent Corporation issued a fresh tender notice dated 19-1-2007 inviting sealed tenders for transportation of essential commodities from the very same MLS Point, Kanigiri. It is contended that the said action of the respondents is arbitrary and illegal and accordingly a direction has been sought to the respondents to allow the petitioner to function as Stage-II Contractor upto 30-9-2007.

This Court while directing notice to the respondents, passed an interim order dated 29-1-2007as under :

> *"Respondents shall be restrained from interfering with the operations of the petitioner as a Stage-II Contractor for transportation of essential commodities form the MLS Point, Kanigiri to fair price shops attached to the MLS point in accordance with the authorisation by the order of the second respondent dated 28-9-2005, during the period the petitioner's authroisation is current ie., upto 30-9-2007."*

However, in the counter-affidavit filed on behalf of the respondents, it is stated that the agreement executed by the 1st

respondent Corporation in favour of the petitioner was valid only upto 31-3-2007 and the petitioner's claim that the lease is subsisting till 30-9-2007 is incorrect and without any basis.

A copy of the agreement dated 26-9-2005 placed before this Court by the learned Counsel for the respondents makes clear that the said agreement was in force only from 1-10-2005 to 31-3-2007. The said fact could not be disputed by the petitioner.

In the circumstances, the action of the respondents in issuing the impugned tender notice for granting fresh lease for the period 2007-08 commencing from 1-4-2008 cannot be held to be either arbitrary or illegal. Since the period of contract in his favour had already expired, the petitioner cannot be continued as Stage-II Contractor any longer.

Accordingly, the Writ Petition which is devoid of any merit is hereby dismissed. No costs.

Needless to mention that the interim order dated 29-1-2007 shall stand vacated.

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G. ROHINI, J.

Dt.17–04-2007

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